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TITLE PAGE

Filed 5th day of November A.D. 1979 at 2:27 o'clock P .M. and recorded 9th day of November A.D. 1979 at 9:50 o'clock A .M. in Volume 132, pages 81-88, Official Public Records of Real Property--Deed. DORIS LANGE, Clk.Co.Ct., Gillespie County, Texas.

Filmed by Debbie L. Wahl Deputy.
Debbie L. Wahl

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DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS)
)
COUNTY OF GILLESPIE)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, FRED MATHISEN, hereinafter called the "Developer", is the record owner of all of the tracts or parcels of land, known as CHERRY MOUNTAIN ACRES, located in Gillespie County, Texas, as described on that certain map or plat filed for record in Volume 1, page 65, of the Map and Plat Records of Gillespie County, Texas, on the 8th day of October, 1979, to which map or plat and its respective record, reference is expressly made for all purposes; and

WHEREAS, the Developer will convey the above described tracts, subject to certain protective covenants, reservations, conditions, restrictions and charges as hereinafter set forth:

NOW, THEREFORE, it is hereby declared that all of the above referred tracts shall be held, sold and conveyed subject to the following easements, reservations, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the tracts and shall be binding on all parties having a right, title or interest in or to the above described tracts or any part thereof, and their heirs, successors and assigns, and which easements, reservations, restrictions, covenants and conditions shall inure to the benefit of each owner thereof, and any contract or deed which may be hereafter executed in connection with any of the tracts in said subdivision, shall be conclusively held to have been executed, delivered and accepted subject to the terms and conditions contained in this instrument, regardless of whether or not such terms and conditions are specifically set out in said contract or deed.

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ARTICLE ONE

DEFINITIONS

1.01. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any one tract, located within the above referred subdivision, excluding however, those having any interest in any of said tracts merely as security for the performance of an obligation. The term "Owner" shall include the Developer if he is a record owner of fee simple title to a tract, so long as said Developer has not entered into any contract of purchase and sale with respect to such tract.

1.02. "Developer" shall mean and refer to FRED MATHISEN, his heirs, executors, administrators and assigns.

1.03. "Tract" shall mean and refer to that portion of any of the plots of land shown upon the plat and subdivision map recorded in Volume 1, at page 65 of the Map and Plat Records of Gillespie County, Texas.

ARTICLE TWO

EXTERIOR MAINTENANCE

2.01. The Owner of a tract shall be obligated to maintain the premises and improvements situated thereon in a neat and orderly manner and to keep the property clean and free of any high weeds, grass, trash or debris of any sort and shall be prohibited from storing building materials of any kind on Owner's tract prior to the commencement of construction of improvements.

ARTICLE THREE

USE RESTRICTIONS

3.01. This property shall be used for single family residential purposes only except that separate guests houses

shall be permitted provided the same are used as bona fide guest houses or housing for domestic help and shall not be rented or leased separately. The main residence shall contain a minimum of 1,200 square feet of living area, exclusive of porches, patios, driveways, carports and garages. Any building erected on a tract must be constructed of new material. No building or structure shall be occupied or used until the exterior thereof is completely finished. The exterior of such buildings shall be completed not later than twelve (12) months after laying the foundation for the building. Out buildings constructed of new material and of attractive design may be constructed on the rear portion of the tract after completion of a residence. Any residence constructed on the property shall incorporate materials comparable with and in harmony with the natural features, including but not limited to wood, brick, logs or rock.

3.02. No dwelling shall be occupied until it is connected to a septic tank or other disposal system capable of being approved by the County and/or State Health Department. No outside toilet is permitted.

3.03. No dwelling or out building shall be erected on any tract nearer than forty feet (40') from the front property line nor shall any dwelling or out building be erected nearer than twenty feet (20') from any side or rear property line.

3.04. No old structures shall be moved onto a tract without first obtaining written permission from the "Developer" or if the "Developer" fails to act, by written consent of the majority of remaining tract owners, with each tract entitled to one (1) vote.

3.05. No noxious or offensive activity shall be permitted on a tract, nor shall anything be done thereon which shall be an annoyance or nuisance to the neighborhood.

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3.06. No abandoned automobiles shall be permitted on a tract or upon any road or street adjoining a tract. After completion of a permanent residence, tract owners may store their personal travel trailer, motor home or other recreational vehicle on the permises, so long as it is not used as a permanent dwelling.

3.07. Animals, except swine, may be kept on any tract provided they are not kept, bred or maintained for any commercial purpose, that they be confined to the Owner's respective tract, at all times, and that they not be offensive to other Owners by either smell, noise, sight or otherwise.

3.08. No mobile home shall be used as a permanent dwelling on the property but may be used as temporary residence for a period of not more than six (6) months prior to starting construction of a permanent residence and for not more than twelve (12) additional months during construction of the permanent residence.

3.09. No business, professional or commercial activity to which the general public is invited, shall be conducted on any tract.

3.10. Any original tract may be resubdivided, provided, however, that no such resubdivision of any original tract shall result in a single tract of less than 4.8 acres.

3.11. No structure of a temporary character, trailer, camper, tent, shack, garage, or other out building shall be used on any tract at any time as a residence, either temporarily or permanently, subject to Article 3.08 herein.

3.12. No truck, bus or trailer shall be left parked in the road in front of any tract except for construction and repair equipment while a residence is being built or repaired in the immediate vacinity, and no truck, bus, boat or trailer shall be parked on any portion of a road in such manner as to be visible from the road.

3.13. No tract shall be used or maintained as a dumping ground for rubbish or trash and no garbage or other waste shall be kept except in sanitary containers.

3.14. No quarrying or mining operations of any kind shall be permitted on a tract.

3.15. No signs of any character shall be allowed on any tract except one (1) sign of not more than five (5) square feet, advertising the property for sale.

3.16. All fences to be erected shall be constructed in a good workmanlike manner.

ARTICLE FOUR

EASEMENTS

4.01. Perpetual easements and rights-of-way, for the installation and maintenance of utilities, are reserved across ten feet (10') along the boundary of each tract, which easements are reserved for the use and benefit of any public utility operating in Gillespie County, Texas.

4.02. The right of use for ingress and egress shall be had at all times for the benefit of any authorized public utility or authorized individual or entity, over any dedicated easement, for the installation, operation, maintenance, repair, or removal of any utility, together with the right to reasonably remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation or installation of such utility.

4.03. The conveyance of any tract located within CHERRY MOUNTAIN ACRES, by contract, deed or other conveyance shall not be held to include the title to any utility or related appurtenances thereto as constructed by any public utility company or other authorized individual or entity, along or upon the hereinbefore referred easements.

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ARTICLE FIVE

GENERAL PROVISIONS

5.01. The Developer or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, covenants, conditions and reservations now or hereafter imposed by the provisions of this instrument. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

5.02. Invalidation of any one of the covenants or restrictions, contained herein, by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

5.03. The covenants, conditions and restrictions of this instrument shall run with and bind the land and shall inure to the benefit of, and be enforceable by, the Developer or the Owner of any tract subject to this instrument, and their respective legal representatives, heirs, successors, and assigns, and unless amended as provided herein shall be effective until January 1, 2000, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions and restrictions contained in this instrument may be amended during the last year of any such succeeding ten (10) year period by an instrument signed by not less than seventy-five per cent (75%) of the tract Owners. No amendment shall be effective until duly recorded in the Deed Records of Gillespie County, Texas, nor until the approval of any governmental regulatory body, which may be then required, shall have been obtained.

EXECUTED this 30th day of October, 1979.

Fred Mathisen

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THE STATE OF TEXAS)

COUNTY OF GILLESPIE)

BEFORE ME, the undersigned authority, on this day personally appeared FRED MATHISEN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 30th day of October, 1979.

Notary Public in and for Judy Petsch
Gillespie County, Texas

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CERTIFICATE OF LEGALITY AND AUTHENTICITY

I, certify that the discrete numbered microfilm images between the Title Page and the Certificate of Legality and Authenticity have been made in strict accordance with Article 1941 (a), V.T.C.S., and that each image is a true, correct, and exact copy of the page or pages of the identified instrument of writing, legal document, paper, or record which had been filed for record on the date and at the time stamped on each; that no microfilm image or images were substituted for any original discrete microfilm image or images between the Title Page and this Certificate. Official Public Records of Real Property--Deed, Volume 132, Pages 81-88, filmed on the 9th day of November, A.D. 1979.

DORIS LANGE, Clerk, by Debbie L. Wahl Deputy.

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